AMENDMENT TO
INTERCONNECTION AGREEMENT FOR A WIRELESS SYSTEM UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996
by and between
ILLINOIS BELL TELEPHONE COMPANY D/B/A SBC ILLINOIS
AND
NEXTEL WEST CORP.

This Amendment is entered into this _______ day of _______, 2004 by and between Illinois Bell Telephone Company d/b/a SBC Illinois[1] ("Telco") and Nextel West Corp. ("Carrier") (collectively, the "Parties").

WHEREAS, Telco and Carrier (collectively, the "Parties") have entered into an Agreement known as "Interconnection Agreement for a Wireless System Under Sections 251 and 252 of the Telecommunications Act of 1996 by and between Nextel West Corp. and Illinois Bell Telephone Company d/b/a SBC Illinois ("Interconnection Agreement"); and

WHEREAS, the Parties desire to amend, as set forth herein, the Interconnection Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Telco and Carrier agree as follows:

I. The Parties agree that the Interconnection Agreement shall be amended by adding Paragraph 4.3.1 with the following:

4.3.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile direct End Office trunk group (DEOT) when actual or projected total end office traffic requires twenty-four (24) or more trunks or when Telco's End Office Switch is not served by a Telco Tandem Switch in the local exchange area. If the DEOT is designed to overflow, the traffic will be alternate routed to the appropriate Telco Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.

4.3.2 The Parties may establish or will migrate from one-way to two-way DEOT's when the two-way service becomes available in each Telco location.

4.4.3 Should Carrier fail to comply with this Section 4.3.1, Telco reserves the right, at its sole discretion, to restrict provisioning of additional trunks at the Tandem.

II. The Parties agree that the Interconnection Agreement shall be replacing Paragraph 6.1 with the following:

6.1 The parties shall establish trunk groups as provided for below in section 6.

[1] Illinois Bell Telephone Company ("Illinois Bell"), an Illinois corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Illinois Bell offers telecommunications services and operates under the names "SBC Illinois" and "SBC Ameritech Illinois", pursuant to assumed name filings with the State of Illinois. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.
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III. The Parties agree that the Interconnection Agreement shall be amended by adding Paragraph 6.2 – 6.4 with the following:

6.2 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group:

6.2.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling Trunk Group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Trunks. WSP will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

6.2.1.1 This Trunk Group shall be sized as follows:

Number of End Users	***Number of Mass Calling trunks***
0 – 10,000	*2*
10,001 – 20,000	*3*
20,001 – 30,000	*4*
30,001 – 40,000	*5*
40,001 – 50,000	*6*
50,001 – 60,000	*7*
60,001 – 75,000	*8*
75,000 +	*9 maximum*

6.2.2 If Carrier should acquire a HVCI/Mass Calling End User (*e.g.*, a radio station), Carrier shall notify Telco at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the Telco HVCI/Mass Calling Serving Office to the WSP End User's serving office. WSP will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

If Carrier finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling End User, the Carrier may request a meeting to coordinate with Telco the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the WSP establishes a new choke NXX, WSP must notify Telco a minimum of ninety (90) Days prior to deployment of the new HVCI/Mass Calling NXX. Telco will perform the necessary translations in its end offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the Telco Public Response HVCI/Mass Calling Network Access Tandem to the Carrier's choke serving office.

6.3 TRUNK PROVISIONING

6.3.1 Carrier will be responsible for ordering all Interconnection trunk groups.

6.3.2 Orders from Carrier to Telco to establish, add, change, or disconnect trunks shall be submitted using Telco's applicable ordering system. Two-way trunk groups may only be used for the delivery of traffic in both directions.

6.3.3 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among Telco and Carrier work groups, including but not limited to the initial establishment of trunk groups in an area, designated NPA-NXX relocations, re-homes, facility grooming or major network rearrangements.

6.3.3 Due dates for the installation of trunk groups covered by this Appendix shall be based on each of the

Telco's intrastate switched access intervals.

6.3.4 Trunk Servicing

6.3.4.1 The Parties will jointly manage the capacity of trunk groups. A Trunk Group Service Request (TGSR) will be sent by Telco to notify the Carrier to establish or make modifications to existing trunk groups. Carrier will issue an ASR to Telco's Wireless Access Service Center, to begin the provisioning process:

6.3.4.1.1 Within ten (10) Business Days after receipt of the TGSR or other notification; or

6.3.4.1.2 At any time as a result of Carrier's own capacity management assessment.

6.3.4.2 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) Business Days of Carrier's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.

6.3.4.3 If Telco does not receive an ASR, or if the Carrier does not respond to the TGSR by scheduling a joint discussion within the twenty (20) Business Day period, Telco will attempt to contact Carrier to schedule a joint planning discussion. If Carrier will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping trunks operational, Telco will issue an ASR to resize the Interconnection trunks and facilities.

6.3.4.4 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the Carrier.

6.3.5 Utilization

6.3.5.1 Underutilization of trunks exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

6.3.5.1.1 If a trunk group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive three (3) month-period, either Party may request to have the trunk group resized, the Trunk Group shall not be left with more than twenty-five percent (25%) excess capacity. Neither Party will unreasonably refuse a request to resize the Trunk Group. In all cases, grade of service objectives shall be maintained.

6.3.5.1.2 If an alternate final trunk group is at seventy-five percent (75%) utilization or greater, a TGSR may be sent to the Carrier for the final and all subtending high usage trunk groups that are contributing a DS1 or greater amount of overflow to the final route.

6.3.6 Design Blocking Criteria

6.3.6.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.

TABLE 1

Trunk Group Type	**Design Blocking Objective**
Type 2A	1%
Type 2A Equal Access (IXC)	0.5%
Type 2B (Final)	2%

Type 2C (911)	1%
Type 2D (Operator Services (DA/DACC))	1%
Type 1 (Operator Services (0+, 0-))	1%

6.3.6.2 When trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

6.4 TRUNK DATA EXCHANGE

A trunk group utilization report (TIKI) is available upon request. The report is provided in MS-Excel format.

IV. The Parties agree that the Interconnection Agreement shall be amended by adding Paragraph 8.6 with the following:

8.6 Billing For Mutual Compensation

8.6.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection, from its end users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

8.6.2 The Parties recognize that Carrier may not have the technical systems to measure actual usage and bill Telco pursuant to this Agreement. To the extent Carrier does not have the ability to measure and bill the actual amount of Telco-to-Carrier Local Traffic ("Land-to-Mobile Local Traffic"), which is exclusive of Third Party Traffic, and in the event Telco also does not record the actual amount of such traffic that Carrier does not have the ability to measure and bill, Carrier shall bill Telco the charges due as calculated and described in Sections 8.6.3 and 8.6.4 below. For purposes of this Section 8.6, Third Party Traffic means any traffic to Carrier which originates from Telecommunications Carriers other than Telco including, but not limited to, Transit Traffic, ported number traffic, call forwarded traffic from a Third Party Telecommunications Carrier, and traffic originated by other Telecommunications Carriers using partial number blocks, InterMTA traffic, and IXC traffic.

8.6.3 When Section 8.6.2 applies, the Parties agree to use a surrogate billing factor to determine the amount ofLand-to-Mobile Local Traffic. Unless otherwise mutually agreed, the surrogate billing factor shall be deemed to be equal to the Telco Shared Facility Factor, stated in Appendix-Pricing (Wireless). When using the surrogate billing method instead of recording actual usage, the amount Land-to-Mobile Local Traffic Conversation MOUs shall be deemed to be equal to the product of (i) the Carrier-to-Telco (mobile-to-land) Conversation MOU for Local Traffic (based on Telco's monthly bill to WSP) divided by the difference of one (1.0) minus the Telco Shared Facility Factor, (times) (ii) the Telco Shared Facility Factor. When using the surrogate billing method, Carrier shall bill Telco the charges due under this Section 8.6 based solely on the calculation contained in the preceding sentence.

EXAMPLE

Land-to-Mobile Local Traffic
Conversion MOUs = [mobile-to-land local Mou's / (1 – Telco Shared Facility Factor)] * Telco Shared Facility Factor

Mobile-to-land MOU = 15,000
Telco Shared Facility Factor = .20
Land-to-mobile Local Traffic MOU = [15,000/(1-.20)]*.20

=3,750 MOUs

8.6.4 When Carrier uses the surrogate billing factor billing method set forth above, Carrier shall itemize on each of its bills the corresponding Telco billing account numbers, by LATA and by state, for Land-to-Mobile Local Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to, the surrogate billing factor as provided in this Section 8.6, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate, amounts, etc.

8.6.5 Except as provided in this Section 8.6, see Section 11 for billing requirements.

V. The Parties agree that the Interconnection Agreement shall be amended by adding Paragraph 11.6 with the following:

11.6 TERMS AND COMPENSATION FOR USE OF FACILITIES

11.6.1 Each Party shall be responsible for providing its own or leased transport facilities to route calls to and from the POI. Each Party may construct its own facilities, it may purchase or lease these facilities from a Third Party, or it may purchase or lease these facilities from the other Party, if available, pursuant to access services tariff or separate contract.

11.6.2 The Parties will connect their networks (*i.e.*, to and from the Telco Central Office Switch where the Facility connection is established) using digital facilities of at least DS–1 transmission rates ("DS-1 facilities"), where available.

11.6.3 The following shall apply solely for facilities connecting the Parties networks dedicated for transport of Interconnection traffic and for transport of Transit Traffic.

11.6.3.1 Notwithstanding any other provision of this Agreement, Telco shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, facilities between the Parties' networks that either cross a LATA boundary, or exceed a distance of 20 miles (or the State's defined local calling area, whichever is greater) from the Telco Central Office Switch where the Facility connection is established.

11.6.3.2 In calculating the shared cost of facilities, Carrier is responsible for the proportionate share of the facilities and/or trunks used to deliver Transit Traffic to Carrier's network under this Agreement.

11.6.3.3 Absent agreement of the Parties to the contrary, the cost of shared DS-1 facilities will be split between the Parties either on relative actual traffic volumes (if the Parties can measure actual traffic volumes in both directions) or, in the absence of actual traffic measurement capabilities, according to the Shared Facility Factor listed in Appendix – Pricing (Wireless). Should the Parties desire to share the cost of facilities larger than DS-1 facilities, they will separately negotiate terms for such sharing.

11.6.3.4 Each Party reserves the right to refuse or discontinue the use of a shared facilities arrangement provided by the other Party, the facilities provided directly by the other Party or via a Third Party. This provision does not negate any obligations either Party may have regarding such facilities, such as but not limited to, term and notice provisions.

11.6.3.5 When a Party uses its own facilities (either through self-provisioning, or through the purchase of facilities from the other Party or from Third Parties) to deliver one-way traffic from its network to the POI, such Party shall provide such facilities at its sole cost and expense.

11.6.3.6 When a Party uses facilities provided by the other Party (either through self provisioning, or through the purchase of facilities from the other Party or from Third Parties) to deliver traffic from its network that are (a) dedicated to the transmission of CMRS traffic between the

Parties' networks, and (b) are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of facilities. Notwithstanding the foregoing, if Carrier obtains shared facilities from a Third Party, nothing herein shall obligate Telco to reimburse Carrier for those facilities.

11.6.3.6.1 If either Party can measure the actual amount of traffic delivered to it in minutes of use over such facilities the Parties will negotiate compensation arrangements for the allocation of the cost of such facilities. Telco's use of such facilities is equal to the amount of traffic originated on its network and terminated on WSP's network; Carrier's use of such facilities and/or trunks is the sum of the following: (1) the amount of traffic originated on Carrier's network delivered to Telco's network, and (2) the amount of Transit Traffic delivered to Carrier's network by Telco.

11.6.3.6.2 If the Parties can not measure the actual amount of traffic delivered in both directions over such facilities and/or trunks, or cannot distinguish Transit Traffic from local traffic in the land-to-mobile direction, during the term hereof (in order to calculate the actual proportion of usage of such facilities and/or trunks by each Party), the Party, who is delivering Interconnection traffic originating on its network through facilities and/or trunks provided by the other Party, shall pay to the other Party providing such facilities and/or trunks the costs of such facilities and/or trunks times the difference of 1 minus the Shared Facility Factor set forth in Appendix – Pricing (Wireless); provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith)("Shared Facility Information") that the Parties will use to negotiate in good faith a different WSP-specific Shared Facility Factor. In computing the Shared Facility Factor, the amount of traffic originating on Telco's network delivered to Carrier's network shall be compared to the sum of the following: (1) the amount of traffic originating on Carrier's network delivered to Telco's network, and (2) the amount of Transit Traffic delivered to Carrier's network by Telco. The Shared Facility Information must be Carrier-specific and relate to Carrier's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. If such Shared Facility Information is provided within ninety (90) Days after the date this Agreement is executed by duly authorized representatives of both Parties, then any Carrier-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the date on which the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party, but no earlier than the Effective Date of this Agreement; otherwise, the Carrier-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any Carrier-specific Shared Facility Factor that becomes effective during the Initial Term of the Agreement will remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, such Carrier-specific Shared Facility Factor established during the Initial Term shall remain in effect thereafter unless either Party provides new Shared Facility Information to the other Party. In such case, the Parties shall use that new Carrier-specific Shared Facility Information to renegotiate in good faith a new revised Carrier-specific Shared Facility Factor. Renegotiation of the Carrier-specific Shared Facility Factor shall occur no more frequently than once every twenty-four months.

VI. Schedule 8.1 is amended to incorporate a Shared Facility Factor of 0.20.

VII. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in United States Telecom Association, et. al ("USTA") v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, the D.C. Circuit's March 2, 2004 decision in USTA v. FCC, Case No. 00-1012 (D.C. Cir. 2004); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001 (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), Telco shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and Carrier's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that Telco has adopted the FCC ISP terminating compensation plan ("FCC Plan") in a state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to Carrier's right to exercise its option at any time to adopt on a date specified by Carrier the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

VIII. This Amendment is coterminous with the underlying Interconnection Agreement and does not extend the term or change the termination provisions of the underlying Interconnection Agreement.

IX. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

X. This Amendment will become effective ten (10) days following the date such Amendment is approved or is deemed to have been approved by the applicable state commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this ______ day of ________, 2004, by SBC Illinois in, signing by and through its duly authorized representative, and Nextel West Corp., signing by and through its duly authorized representative.

Nextel West Corp.	**Illinois Bell Telephone Company d/b/a SBC Illinois** **By SBC Telecommunications, Inc.,** **its authorized agent**
By: ______________________	By: ______________________
Name: ______________________ (Print or Type)	Name: ______________________ (Print or Type)
Title: ______________________ (Print or Type)	Title: *For/* President-Industry Markets
Date: ______________________	Date: ______________________
AECN/OCN # ______________________	